

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER IDT03218005110		PAGE 1 OF 63					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0500-04-R-0002		6. SOLICITATION ISSUE DATE 03 Dec 22			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Amy L. Bertoline PBBAA/72				b. TELEPHONE NUMBER: (No collect calls) (215) 737-8158		8. OFFER DUE DATE/LOCAL TIME 04 Jan 22			
9. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, Pa 19111 Attn: PBBAA72				CODE SC0500		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: NAICS: 339991 SIZE STANDARD: 500		11. DELIVERY FOR FOB/ DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING To be cited on each delivery order 14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO TO BE CITED ON EACH DELIVERY ORDER				CODE		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE							
TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
ALL		SEE ITEM DESCRIPTION PAGES ATTACHED									
		(Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				ONE (1) COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 3). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		40. PAID BY			
						42a. RECEIVED BY (Print)					
						42b. RECEIVED AT (Location)					
						42c. DATE REC'D (YYMMDD)					

PerFORM (DLA)

STANDARD FORM 1449 (EG) (10-95)
Prescribed by GSA FAR (48 CFR) 53.212

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STANDARD FORM 1449 (Continued):

1. Block 8:

Offer Due Date/Local Time: **04 Jan 22 – 5:00 pm.**

2. Block 9: (continued)

Mailed offers should be sent to:

Defense Logistics Agency
Defense Supply Center Philadelphia
PO BOX 56667
Philadelphia, PA 19111-6667
Attn: PBBAA/72 Amy L. Bertoline

Solicitation No: **SP0500-04-R-0002**

Opening/Closing Date and Time: **03 Dec 22/ 04 Jan 22 – 5:00 pm.**

Handcarried Offers should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36, 2nd Floor, Attn: PBBAA/72 Amy L. Bertoline
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No: **SP0500-04-R-0002**

Opening/Closing Date and Time: **03 Dec 22/ 04 Jan 22 – 5:00 pm.**

[Examples of Hand-carried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

Note: All hand-carried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand-carries” the package to the address specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 8 of the Standard Form 1449.**

STANDARD FORM 1449 (Cont'd):

Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to:

(215) 737-8414 or (215) 737-9216

Offers submitted to any other telephone number shall not be considered for award.

3. Block 17a: Offeror’s assigned DUNS Number:_____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

CAUTION NOTICE:

Solicitation SP0500-04-R-0002 seeks to place 16 National Stock Numbers (NSN's) with Nomenclature of Seals, Screws, Gaskets, Oil Seal Retainers, Nonmetallic Seals and Seal Assemblies, etc., in Federal Stock Class (FSC) 5305/5330, sole source items to Hughes-Treitler Mfg. Corp (12536) under long-term Stock Contract with the option to add up to 6 additional NSNs via **ADDITION AND DELETION OF ITEMS - MARCH 2003** on a post-award basis via Supplemental Agreement. See solicitation language contained in the Addendum to FAR 52.212-4 for further details. This acquisition is being conducted in accordance with FAR 13.5 Test Program procedures.

This is an Indefinite Quantity Contract (IQC) Solicitation. This solicitation contains an Option to Extend Performance for an additional three (3) **separate** one year options. Offerors **MUST complete DSCP 52.217-9I05 "OPTION TO EXTEND THE TERM OF CONTRACT – NOTICE OF EPA PROVISION** in the Addendum to FAR 52.212-4 **on page 20** in order to be considered if the Government elects to accept initial offer without discussions. An offeror's acceptance of the option provision is **mandatory**. Failure to accept the provision will result in an offer being eliminated from further consideration. (Please fill in the box on page 21 for acceptance).

The base period of the Indefinite Quantity Contract (IQC) resulting from this solicitation will be two (2) years. The estimated quantities set forth in the schedule are estimated "ANNUAL" quantities (one year Estimates). The annual estimated quantities provided are DSCP's best "good faith" estimates of each item's annual requirements. In determining price, contractor should take into account any business risk associated with these estimates.

The estimated value of this solicitation and the resulting contract will be two (2) times the estimated annual value. See Clause DSCP 52.216-9I29 contained in the Addendum to FAR 52.212-4 for further guidance.

DSCP 52.232-9I10, "Submission of Invoice by Electronic Methods," has been added by reference to the Addendum to FAR 52.212-4.

Surge Requirements: This procurement does not contain Surge Requirements.

Proposal Preparation: Offers **must** be prepared and submitted to the Government in accordance with the Instructions set forth in the Addendum to FAR 52.212-1 – "Instructions to Offerors" and in the Addendum to FAR 52.212-2 "Evaluations" of this solicitation.

Contact Amy L. Bertoline, BAA72 @ 215-737-8158 or email amy.bertoline@dla.mil

NOTE: ALL REFERENCES TO DISC OR DISC CLAUSES SHOULD BE READ AS DSCP OR DSCP CLAUSES!

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)**(a) *Inspection/Acceptance.***

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.*

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items

delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

- (x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer (Other Than Central Contractor Registration, or applicable agency procedures.)

- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

- (h) *Patent Indemnity.*

- The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) *Payment.*

- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

- (2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

- (3) *Electronic Funds Transfer(EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

- (j) *Risk of Loss.*

- Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.*

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.*

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.*

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.*

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances.*

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts.*

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

<u>Paragraph</u>	<u>Additional Language</u>
[] (a)	FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i> , is included in this contract and takes precedence over FAR 52.212-4(a).
[] (i)	Fast Payment procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of a solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <http://www.acq.osd.mil/dp/dars>; DLAD, PROCLTRs and FARS Deviations – <http://www.dla.mil/j-3/j-336> ; G&I Local Clauses http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc.

CLAUSE NUMBER

TITLE/DATE

FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-2	Notice and Assistance
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.247-34	FOB Destination (NOV 1991)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
DLAD 52.211-9004	Priority Rating for Various Long Term Contracts (MAR 2000)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DSCP 52.209-9I14	Nonissuance of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor is Either Suspended or Debarred (SEP 1992) (III)
DSCP 52.211-9I09	Delivery Time – Additional Provisions (SEP 1990)

DSCP 52.216-9I21
DSCP 52.232-9I10

Ordering – Special Provision (OCT 1986)
Submission of Invoice by Electronic
Methods (SEP 1999)

DSCP 52.246-9I04

Destination Inspection and Acceptance
(JAN 1989)

DSCP 52.247-9I03

Consignment and Addressing Instructions
(JUL 1998)

**ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION
FOR CAUSE (JAN 2001)**

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled “Contract Terms and Conditions - Commercial Items”, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor’s default, the Contractor shall pay, and the Government shall accept, the sum of \$900.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND
CONTAINERS (APR 2003)**

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see World Wide Web URL: <http://www.alsc.org/>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of “NC-US”, 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 270 days after the termination of the last ordering period of the contract.

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:

Increase 2 %

Decrease 2 %

DSCP 52.211-9I17 TIME OF DELIVERY (JUN 1980)

Material ordered under the terms of this contract shall be delivered within **90 days** after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

ADDITION AND DELETION OF ITEMS – MARCH 2003

A. ADDITIONS.

1. Additions by the Government.

- (a) In addition to the core listing of 16 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as Seals, Screws, Gaskets, Oil Seal Retainers, Nonmetallic Seals, Seal Assemblies, etc source controlled to Hughes-Treitler Mfg. Corp in the FSC 5305/5330. It is the intention of the Government to add items (see <http://www.dscp.dla.mil/gi/general/scp.htm>) to the contract that fall into this category. These items may be added during the base or option periods of this contract *provided that* the Contractor is able to furnish the additional item(s), and the Contracting Officer and the Contractor are able to agree to terms, including reasonable price(s) and delivery, as determined by the
- (b) If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and Contracting Officer. delivery is the most advantageous to the Government on an *item-by-item basis* as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor must provide complete information should the Government elect to place these items on contract without negotiation.

2. Additions or Substitutions Recommended by the Contractor.

- (a) At any time during the performance of the contract, the Contractor may recommend changes to an item covered by its contract, or may propose alternate or substitute item(s). However, unless and until the Contracting Officer approves such recommended changes, alterations or substitutions in writing, the Contractor shall provide the item specified in the contract.
- (b) If an item is coded as a Safety Critical Item (SCI), or is a Critical Application Item (CAI), the Contractor is required to furnish an item which is in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF) for the specific National Stock Number (NSN). Any recommended or proposed changes to such items require the review and approval

- (c) of the Engineering Support Activity (ESA) of the Military Service having technical cognizance of the item. In such circumstances, a complete Source Approval Request (SAR) and Technical Data Package (TDP) are required.

3. Administration of Additions under this Clause.

- (a) Item(s) to be added to the contract under this clause shall be negotiated, including price and delivery between the Government and Contractor, and will be incorporated into the contract via Supplemental Agreement.
- (b) Unless the Contracting Officer agrees to a longer period of time, the Contractor shall provide the Contracting Officer with price and delivery within ten (10) days after receipt of notification of the Government's intention to add item(s) to the contract. The Contracting Officer shall make every effort to complete his or her evaluation within thirty (30) days after receipt of the Contractor's price(s) and delivery.
- (c) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the item(s) added to the contract shall occur within 90 days after date of order, or within 90 days after date of Modification, whichever occurs later. This provision allows for a 90 day ramp-up period from date of Modification for items added to the contract.

B. DELETIONS.

1. Deletions by the Government.

- (a) During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items. These items may be deleted due to changing demand patterns, obsolescence, item substitution or because they no longer have application.
- (b) Deletion of any item from the contract by the Government will constitute a Termination for Convenience.

2. Deletions Recommended by the Contractor.

- (a) During any period of performance under the contract resulting from this solicitation, the Contractor may notify the Contracting

officer as to any item(s) it deems to be obsolete, unavailable, out of production or superseded, and may recommend the deletion of such item(s) from the contract. The notice shall include complete information as to appropriate superseding, substitute, or alternate items, and how such items meet the fit, form, function and interchangeability requirements of the obsolete, unavailable, out of production, or superseded item. If an obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s). If, based on the recommendation of the Contractor, an item is, or a number or items are, deleted from the contract, the deletion shall be a Termination for Convenience.

3. Administration of Deletions.

- (a) Upon notice from the Contracting Officer of a proposed deletion, the Contractor shall stop work immediately on any/all undelivered orders for the item(s) identified for proposed deletion. Within ten (10) days of receipt of the notice of proposed deletion, the Contractor shall notify the Contracting Officer as to whether the proposed deletion will cause an increase or decrease in, or have no effect on, the cost to the Government under the contract, and shall provide an estimate of any cost impact. Unless a longer period is authorized by the Contracting Officer, within 30 days of receipt of a Modification deleting one or more items from the contract, the Contractor shall submit its termination settlement claim.
- (b) As soon as practicable after receipt of a recommendation from the Contractor to delete one or more items from the contract, the Contracting Officer will notify the Contractor of approval or disapproval of the recommendation. The Contracting Officer will be required to coordinate the proposed deletions with DSCP's customer-users and Engineering Support Activities (ESAs) having technical jurisdiction of the item(s). Upon coordination/approval of a proposed deletion, the Contracting Officer will issue a Modification implementing the deletions.
- (c) Unless a longer time has been authorized by the Contracting Officer, the Contractor shall submit its claim for termination settlement costs, if any, no later than thirty (30) days after receipt of the deletion notice, or shall notify the Contracting officer within that time period that the deletion may be at no cost to either party. This applies whether the deletion is the determination of the Contracting Officer's own initiative, or

whether the deletion is the result of the Contracting Officer's acceptance of the Contractor's recommendation that an item, or items be deleted.

- (d) Deletions (terminations for convenience) shall be implemented by a Contract Modification. Upon agreement as to settlement costs, if any, a Supplemental Agreement signed by the Contractor and the Contracting Officer shall finalize the agreement.
- (e) Failure of the Contractor and the Contracting Officer to agree on the amount of a termination settlement shall constitute a dispute under the "Disputes" clause of the contract.

**DSCP 52.216-9I29 DELIVERY ORDER LIMITATIONS – INDEFINITE
QUANTITY CONTRACT - STOCK BUYS (MAY 1997)**

(a) Definitions.

- (1) The term, "**Contract Year**," means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.
 - (2) The term, "**Annual Estimated Quantity**," refers to the Government's good faith estimate of the requirements for each item during a specified contract year. If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.
 - (3) The "**Annual Estimated Amount**" for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.
 - (4) The "**Annual Estimated Value of the Contract**" is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the "Estimated Value of the Contract" will be the annual estimated value of the contract multiplied by the number of years in the base period.
 - (5) The term, "**Base Contract Period**," defines a period of performance consisting of one or more contract years. For this contract, the base contract period is **two** contract year(s), commencing on the contract date and extending through the **twenty fourth** calendar month thereafter.
 - (6) The term, "**Guaranteed Minimum**," is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The guaranteed minimum is set forth in Paragraph (e) below.
- (b) "**Minimum Order**." As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be (**See Page 39**). In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than

the lowest quantity set forth in the lowest quantity increment, even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.

- (c) **“Maximum Order Limitation.”** Subject to the provisions of Paragraph (e) below related to the Guaranteed Minimum, the Contractor is not obligated to honor----
- (1) Any order for an item in excess of **100% of annual estimated quantity.**
 - (2) Any order for a combination of items in excess of \$ n/a .
 - (3) A series of orders from the same ordering office within a period of **90 days** that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).
- (d) Notwithstanding the maximum order limitations set forth in (c) above, the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within **five days** after issuance, with written or electronic notice stating the contractor's intent not to ship the item or items covered by the order(s) and the reasons therefore. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).
- (e) **Guaranteed Minimum.**
- (1) Scope of Guaranteed Minimum
 - a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.
 - b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.
 - c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.
 - d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.
 - (2) The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

- ☐ A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded. (Base period of one year).
 - ☐ Supplies which have a dollar value of at least _____ percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of one year).
 - ☐ A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded multiplied by _____ (Base period of two or more years).
 - ☒ Supplies which have a dollar value of **at least ten percent** of the annual estimated value multiplied by **two** (Base period of two or more years).
- (3) Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order does not apply until after the guaranteed minimum.
 - (4) In the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).
 - (5) The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.
- (f) **“Maximum Contract Limitation.”** Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract is **\$5,000,000.00.**

FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. **Such orders may be issued from effective date of the award through a date exactly two calendar year(s) after the effective date of the award/contract.**
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**DSCP 52.217-9I05 OPTION TO EXTEND THE TERM OF THE CONTRACT -
NOTICE OF EPA PROVISION (ALTERNATE) (JUL 1992) ADDENDUM I
DSCP (OCT 1994)**

(a) OPTION PROVISION

- (1) At the option of the Government, this contract may be extended for up to, but not exceeding, **three years** beyond the two year base contract years. The total duration of the contract, including the base contract year, shall not exceed **five years**. The option may be exercised in increments of One (1) Year by written notice to the Contractor at least Thirty (30) days prior to the date of expiration of the then existing terms.
- (2) During any term of this contract, whether the base contract year or any option year(s), prices will be subject to adjustment in accordance with the clause of this contract entitled, **EPA Industrial Commodities** (DSCP 52.216-9I25 – MAY 1996). For purposes of the limitation on the aggregate of the increases provided by the applicable EPA clause, such adjustments shall be cumulative but not duplicative. Namely, the aggregate of the increases for orders issued during a contract term shall be governed by the limitation applicable to that contract term, and shall not be duplicated or increased because performance of the order in accordance with the delivery schedule therein causes the adjusting date to fall within a subsequent contract term which has its own limitation on aggregate increases.

(b) TERMS AND CONDITIONS

- (1) The terms and conditions of the contract for and during any period for which the option has been exercised shall be the same as those terms and conditions contained in the contract for the base contract year, subject to any adjustments in the price(s) which are warranted under Subparagraph (a)(2) above.
- (2) THE EFFECTIVE DATE OF THE MODIFICATION by which the option is exercised will be that date on which the then current term of the contract expires. For purposes of establishing the "contract price(s)" subject to adjustment under the clause entitled "Economic Price Adjustment," the

"contract price(s)" on the first day of any option period will be the contract price(s) in effect on the last day of the term or period immediately preceding the period for which the option has been exercised.

(c) EVALUATION OF OFFERS

- (1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this "Option" provision. The reasons are as follows:

- (i) Offerors are not permitted to offer prices for the "Option" year(s) which differ from those of the base contract year.
- (ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.

- (iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.

- (2) **CAUTION NOTICE - ASSENT TO OPTION PROVISION**
OFFERORS MUST SUBMIT OFFERS WHICH INCLUDE THIS
OPTION PROVISION, AND MUST INDICATE THEIR ASSENT TO
INCLUSION OF THE CLAUSE EITHER BY PLACING AN "X" IN
THE BLOCK BELOW, OR BY INDICATING CLEARLY
ELSEWHERE IN THE OFFER THAT THEY HAVE READ AND
UNDERSTAND THE CLAUSE, AND THAT THEY AGREE TO ITS
INCLUSION IN THE RESULTING CONTRACT.

*** [] OFFEROR HAS READ AND UNDERSTANDS THE**
FOREGOING OPTION PROVISION, AND ASSENTS TO ITS
INCLUSION IN ANY CONTRACT RESULTING FROM THIS
SOLICITATION AND OFFER.

FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR
ELSEWHERE IN THIS SOLICITATION AND OFFER, WILL RESULT
IN REJECTION OF THE OFFER AS NONRESPONSIVE, AND MAY
PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A
NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER
ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.

ADDENDUM I DISC (OCT 1994)

☒ (d) [This paragraph (d) applies if an "X" is indicated in the box provided here and in the appropriate area below and shall take precedence over any provisions of this contract or of this "Option" clause which are inconsistent herewith.]

☒ (1) For purposes of this contract there will be more than a one year base contract period; the base contract period will be **two years**. Therefore, where reference may be made elsewhere in this solicitation/contract or in this clause to a one (1) year base contract period, a **two year base contract** period shall apply.

☒ (2) The terms and conditions of the contract for and during any period for which the "Option" provision has been exercised shall be the same as those terms and conditions contained in the contract for the **two year** base contract period, except that the Government's Guaranteed Minimum shall be calculated as follows:

(i) Guaranteed Minimum Expressed in Dollars.

For each Option year, the Guaranteed Minimum will be equal to an amount represented by that fraction of the base contract period's Guaranteed Minimum which represents one (1) year of the guaranteed amount. For example if the base contract period is two (2) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Value established for the base contract period.

(ii) Guaranteed Minimum Expressed in Quantity.

For each Option year, the Guaranteed Minimum will be equal to that quantity which is that fraction of the quantity of the base contract period's Guaranteed Minimum representing one (1) year of the guaranteed amount. For example if the base contract period is two (2) years, the Guaranteed Minimum for each Option year will be equal to one- third of the Total Estimated Guaranteed Minimum Quantity established for the base contract **period.**

**DSCP 52.216-9I25 ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL
COMMODITIES (MAY 1996)**

(a) General. The unit prices of this contract shall be subject to adjustment periodically as provided herein. Although this contract has a base period of two years with two, one year additional option years, all adjustments will be on the basis of contract calendar year as defined herein.

(b) Definitions. The terms used in this clause are defined as specified below:

(1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index (PPI), set forth in PPI WPU03thru15 (Industrial Commodities) of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

CODE NUMBER AND COMMODITY

Code No: FSC 5305/5330, Table 1081, Commodity: Industrial Commodities

For the purposes of making price adjustments in accordance with this clause, only the preliminary version of the Producer Prices and Price Indexes report will be used. No additional adjustments will be made based on issuance of the final version of the report.

(2) Contract Date. The term which means the date of award of the contract(s) resulting from this solicitation, as set forth on the first page of the Award/Contract (Standard Form 1449).

(3) Contract Calendar Year. The term that means a one (1) calendar-year period consisting of twelve (12) calendar months. The first contract calendar year shall commence on the contract date and shall end on a date exactly twelve calendar months thereafter. Each succeeding contract calendar year shall commence on the day immediately following the last day of the preceding contract calendar year. This definition shall apply to yearly periods of the base contract term as well as to any option periods.

(4) Contract Price. For purposes of this contract, the term, "contract price," shall mean:

(i) For the first Contract Calendar Year, the price(s) shown on the Award/Contract on the Contract Date.

(ii) For each succeeding Contract Calendar Year, the contract price(s) from the previous Contract Calendar Year appropriately adjusted pursuant to this clause.

(5) Base Price Index. For purposes of price adjustment under this clause, this term shall mean:

(i) For the First Contract Calendar Year, the PPI for the economic indicator for the month of the Contract Date.

(ii) For each succeeding Contract Calendar Year, the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

NOTE: The adjusting Price Index for one Contract Calendar Year becomes the Base Price Index for the next succeeding Contract Calendar Year.

(c) Price Adjustment Periods. Performance of this contract is divided into successive periods designated, "Contract Calendar Years," as defined in Subparagraph (b) (3) above. The anniversary of the First Contract Calendar Year shall be the first day of each succeeding Contract Calendar Year, and shall constitute the "Contract Date" for purposes of establishing the Base Price Index for the ensuing Contract Calendar Year. Further, the calendar month in which the anniversary of the First Contract Calendar Year falls shall be the "month of the contract date" for such purposes.

(d) Price Adjustment. The unit prices under this contract shall be subject to adjustment at the end of each Contract Calendar Year, whether the Contract Calendar Year is within the two year base contract term, or is in any "Option" period of the contract. Subject to the limitations set forth in this clause, the prices shall be adjusted by the same percentage that the Adjusting Price Index bears to the Base Price Index. Upon publication of the Adjusting Price Index, the Contracting Officer shall calculate the price adjustment as follows:

- (1) Divide the Adjusting Price Index by the Base Price Index to arrive at a quotient; and,
- (2) Multiply the quotient derived above by the applicable contract unit price(s) for the preceding Contract Calendar Year.

The PPI to be used in calculating the above price adjustment(s) shall be that index for the Code Number and Commodity specified in Paragraph (b) (1) above. If the BLS fails to publish the selected index for the Code Number and Commodity during the preceding Contract Calendar Year, or if the Code Number and Commodity of the index cease to be

relevant with respect to the intent of this clause, the Contractor and the Contracting Officer shall agree on an appropriate method of establishing the Adjusting Price Index. Failure of the Contractor and Contracting Officer to agree on an appropriate Adjusting Price Index shall constitute a dispute within the meaning of the "Disputes" clause of the contract.

(e) Contract Modifications. Subject to the limitations in Paragraph (f) of this clause, at the end of each Contract Calendar Year, the price adjustment(s) to be made hereunder shall be evidenced by a Modification signed by the Contractor and the Contracting Officer. The Modification shall be issued within thirty (30) days of the final day of the preceding Contract Calendar Year, and:

- (1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and
- (2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and
- (3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,
- (4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefore, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification.

Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

(f) Limitations. Notwithstanding any other provision of this clause, price adjustments hereunder shall be subject to the following limitations:

(1) Any upward economic price adjustment shall not exceed **10 %**. Accordingly, at the end of each Contract Calendar Year when prices hereunder are adjusted to establish the contract price(s) for the ensuing Contract Calendar year such adjustment shall not exceed **10 %**. Further, the aggregate monetary increase under this clause shall not exceed **10 %** of the aggregate value of all Delivery Orders for which delivery was completed during the Contract Calendar Year for which the adjustment applies.

(2) There shall be no limitation on the decreases under this clause.

(g) Disputes. Any disagreement which arises in connection with the administration of this clause shall constitute a dispute under the "Disputes" clause of the contract.

(g) Warranty. The Contractor warrants that, as of the contract date, the price(s) set forth in this contract do not include any contingencies or allowances for increases in the cost of performance related to cost elements which are included in the PPI established by the BLS for the Code No. and Commodity set forth in Paragraph (b) (1) of this clause.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS EQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

{Contracting Officer shall check as appropriate.}

- ☒ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999)(15 U.S.C. 657a).
- ☐ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer.)(15 U.S.C. 657a)
- ☐ (4)(i) **52.219-5**, Very Small Business Set-As (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- ☐ (ii) Alternate I (MAR 1999) of 52.219-5.
- ☐ (iii) Alternate II of (JUNE 2003) of 52.219-5.
- ☐ (5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.
- ☐ (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7
- ☒ (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*
- ☐ Alternate II (OCT 2001) of 52.219-9.
- ☐ (9) **52.219-14**, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)). *[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]*
- ☐ (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23
- ☐ (11) **52.219-25**, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, And 10 U.S.C.2323).

- _____ (12) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C.2323).
- x (13) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- x (14) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- x (15) **52.222-21** Prohibition of Segregated Facilities (FEB 1999).
- x (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- x (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- x (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- x (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _____ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

[Paragraphs (21) - (23) are not applicable to DoD contracts and have been deleted.]

- x (24) **52.225-13**, Restriction on Certain Foreign Purchases (OCT 2003)(E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[Paragraphs (25) and (26) are not applicable to DoD contracts and have been deleted.]

- _____ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
- _____ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
- x (29) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- _____ (30) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
- _____ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332.)
- _____ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- x (33)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APRIL 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- _____ (ii) Alternate I (APR 1984) of 52.247-64.

(d) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- _____ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).
- _____ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)(41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items or commercial items.

Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);
- (iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

- (v) **52.222-41**, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*);
 - (vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (3) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ **252.203-3** Gratuities (APR 1984) (10 U. S. C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ **252.205-7000** Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
- ☐ **252.219-7003** Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).
- ☐ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(Jun 1997)(15 U.S.C. 637 note)
- ☒ **252.225-7001** Buy American Act and Balance of Payment Program (Apr 2003) 41 U.S.C. 10a-10d, E.O. 10582)
- ☐ **252.225-7012** Preference for Certain Domestic Commodities (Feb 2003) (10 U. S. C. 2533a)
- ☒ **252.225-7014** Preference for Domestic Specialty Metals (Apr 2003)(10 U.S.C. 2533a).
- ☐ **252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).
- ☐ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (___Alternate I) (Apr 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- ☐ **252.225-7021** Trade Agreements (Apr 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- ☐ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779)
- ☐ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- ☐ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) (___Alternate I)(Apr 2003)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
- ☐ **252.225-7038** Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3))
- ☐ **252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- ☐ **252.227-7015** Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
- ☐ **252.227-7037** Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).

- ☒ **252.232-7003** Electronic Submission of Payment Requests (Mar 2003)(10 U.S.C. 2227)
- ☒ **252.243-7002** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- ☒ **252.247-7023** Transportation of Supplies by Sea (May 2002) (____ Alternate I) (Mar 2000) (____ Alternate II) (Mar 2000) (____ Alternate III) (May 2002) (10 U.S.C. 2631)
- ☐ **252.247-7024** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

NSN: 5305/5330 – Seals, Screws, Gaskets, Oil Seal Retainers, Nonmetallic Seals, Seal Assemblies, etc-
SEE ATTACHED LISTING.

IDENTIFY TO:
MIL-STD-130K 15 JAN 00
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

**DESTINATION: SHALL BE TO ANY DESTINATION WITHIN THE
CONTINENTAL UNITED STATES, EXCLUDING ALASKA**

PREP FOR DELIVERY: PACKAGING CODES FOR STOCK
PACKAGING DATA-MIL-STD-2073 1D 15 DEC 99

COMPLETE PACKAGING DATA FOR EACH NSN CAN BE FOUND AFTER THE ITEM
DESCRIPTION PAGES.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129
(LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM
B1.

THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:

UNIT PACK APPLIES WHERE POSSIBLE

The following stamp applies to all items:

MANUFACTURER'S P/N: _____

OFFER BASED ON:

REVISION _____

DATE: _____

The following statement applies to any item that requires shelf life:

**MATERIAL FURNISHED UNDER THIS CONTRACT SHALL HAVE AT LEAST 85% OF THE
SHELF LIFE REMAINING AT TIME OF DELIVERY. SHELF LIFE MARKINGS (CURE AND
EXPIRATION DATES) SHALL BE IN ACCORDANCE WITH MIL-STD-129N, DTD 15 MAY
1997, AND SHOWN IN CALENDAR QUARTER AND YEAR. EXPIRATION DATE SHALL BE
15 YEARS FROM CURE DATE.**

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0001	5305-01-302-4722 SCREW,SHOULDER HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY - P/N 11024-019 IS083	145	EA	
0002	5330-00-321-1467 SEAL ASSEMBLY, INLET COOLER HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11024-200 IDENTIFY TO IS001 IS026 IS083	25	EA	
0003	5330-01-333-0305 GASKET HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11741-026 USED ON ENGINE MODEL F110-GE 400. IS026 IS083	90	EA	
0004	5330-01-333-0306 GASKET HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11741-027 USED ON ENGINE MODEL F110-GE 400 IS026 IS083	95	EA	

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0005	5330-01-338-9445 RETAINER, OIL SEAL HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11741-013 -1 REV/H IS026 IS083	150	EA	
0006	5330-01-342-4266 RETAINER, OIL SEAL HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11741-011 NO DRAWING AVAILABLE FOR COMPETITIVE PROCUREMENT IS026 IS083	50	EA	
0007	5330-01-345-3046 RETAINER, OIL SEAL HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11741-014 14153 QAP-EQ002 REV A IP038 IPE03 IS026 IS083	75	EA	
0008	5330-01-345-3047 RETAINER, OIL SEAL HUGHES-TREITLER MFG CO (12536) GARDEN CITY NY P/N 11741-015 IP038 IS026 IS083	70	EA	

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0009	5330-01-345-3048 RETAINER, OIL SEAL HUGHES-TREITLER MGF CORP (12536) GARDEN CITY NY P/N 11741-016 IP038 IS026 IS083	100	EA	
0010	5330-01-345-3049 RETAINER, OIL SEAL HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11741-017 IS026 IS083	30	EA	
0011	5330-01-350-0481 GASKET HUGHES-TREITLER MFG CORP, (12536) GARDEN CITY, NY. P/N 12556-032 IS026 IS083	10	EA	
0012	5330-01-355-9273 GASKET HUGHES-TREITLER MFG CORP. (12536) GARDEN CITY, NY P/N 11883-020 DRAWING IS PROPRIETARY 14153 QAP-EQ001 REV B IS026 IS083	3	EA	

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0013	5330-01-375-4415 RETAINER, OIL SEAL HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 11741-012 IS026 IS083	3	EA	
0014	5330-01-448-5019 SEAL, NON-METALLIC HUGHES-TREITLER MFG CORP (12536) GARDEN CITY NY P/N 14741-010 IDENTIFY TO IP030 IPE03 IS001 IS026 IS083	50	EA	
0015	5330-01-450-6574 RETAINER,SEAL HUGHES-TREITLER MFG CORP (12536) GARDEN CITY, NY P/N 14741-012 IDENTIFY TO 14153 QAP-EQ001 REV B IS001 IS026 IS083	50	EA	
0016	5330-01-450-6577 SEAL, NONMETALLIC SP HUGHES-TREITLER MFG CORP (12536) GARDEN CITY, NY P/N 14741-009 IS026 IS083	65	EA	

The following is an explanation of the ISO tables listed in the above Continuation Sheets:

IS026

NO ASBESTOS AS DEFINED IN FED-STD-313 IS
PERMITTED IN THIS ITEM

IS083

WHEN THE PURCHASE ITEM DESCRIPTION (PID)
DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND
PART NUMBER OF A SPECIFIC ENTITY, BY THE NAME
AND PART NUMBERS OF A NUMBER OF SPECIFIC
ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S)
OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY
ADDITIONAL REQUIREMENTS SET FORTH IN THE PID,
ONLY THAT/THOSE PRODUCT(S) HAVE BEEN DETERMIN
TO MEET THE NEEDS OF THE GOVERNMENT AND ARE
ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT
PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002,
CONDITIONS FOR EVALUATION AND ACCEPTANCE OF
OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT
EXCEPTION," IS A CERTIFICATION THAT THE "EXACT
PRODUCT," MANUFACTURED BY ONE OF THE ENTITIES
CITED IN THE PID WILL BE FURNISHED UNDER THE
CONTRACT OR ORDER. ANY PRODUCT MANUFACTURED
BY OTHER THAN ONE OF THE ENTITIES CITED IN THE
PID IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT
MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE
DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE
ENTITIES CITED IN THE PID.

IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A
CONTRACT OR ORDER FOR AN EXACT PRODUCT, THE
ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED
SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES
IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO
THE GOVERNMENT.

IS001

MIL-STD-130K 15 JAN 00
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

IP030

TYPE I (20 YEAR) SHELF LIFE ITEM: MATERIAL
FURNISHED UNDER THIS CONTRACT/ORDER SHALL
HAVE AT LEAST 85% OF THE SHELF LIFE
REMAINING AT TIME OF DELIVERY. SHELF LIFE
MARKINGS (CURE AND EXPIRATION DATES) SHALL
BE IN ACCORDANCE WITH MIL-STD-129P, DTD
15 DEC 2002, AND SHALL BE SHOWN IN
CALENDAR QUARTER AND YEAR. EXPIRATION DATE SHALL
BE 20 YEARS FROM CURE DATE.

IP038

TYPE I (20 YEAR) SHELF LIFE ITEM: MATERIAL
 FURNISHED UNDER THIS CONTRACT /ORDER SHALL
 HAVE AT LEAST 85% OF THE SHELF LIFE
 REMAINING AT TIME OF DELIVERY. SHELF LIFE
 MARKINGS (CURE AND EXPIRATION DATES) SHALL
 BE IN ACCORDANCE WITH MIL-STD-129P,
 DTD 15 DEC 2002, AND SHALL BE SHOWN IN
 CALENDAR QUARTER AND YEAR. EXPIRATION DATE SHALL
 BE 20 YEARS FROM CURE DATE.

The Packaging Data for each NSN is as follows:

NSN	PC	WF	PM	PRES	HM	QUP	TYPE	LOPA	LOPB	OPI	TABLNR	PDTN
5305013024722	27	A	0	101000000010	N	100	S	E	Q	O		NIJJOMNN
5330003211467	46	A	0	3110000000XX	N	001	S	E	Q	M		NNNNOMNN
5330013330305	46	A	0	3310000XXXBE	P	001	S	E	Q	M		NIJJOMNN
5330013330306	46	A	0	3310000XXXBE	N	001	S	E	Q	M		NIJJOMNN
5330013389445	46	A	0	3110000000XX	P	001	S	E	Q	M		NIJJOMNN
5330013424266	46	A	0	3110000000XX	N	001	S	E	Q	M		NIJJOMNN
5330013453046	46	A	0	3110000000XX	N	001	S	E	Q	M		NIJJOMNN
5330013453047	46	A	0	3110000000XX	N	001	S	E	Q	M		NIJJOMNN
5330013453048	46	A	0	3110000000XX	N	001	S	E	Q	M		NIJJOMNN
5330013453049	46	A	0	3110000000XX	N	001	S	E	Q	M		NIJJOMNN
5330013500481	46	Z	0	33100XXXXXXXN	001	S	E	Q	Q	M		NIJJOMNN
5330013559273	46	A	0	33100XXXXXXXN	001	S	E	Q	Q	O		NIJJOMNN
5330013754415	46	A	0	3110000000XX	P	001	S	E	Q	M		NIJJOMNN
5330014485019	46	A	0	3110000000XX	P	001	S	E	Q	M	GT	NIJJOMNN
5330014506574	46	Z	0	33100XXXXXXXP	001	S	E	Q	Q	M		NIJJOMNN
5330014506577	46	Z	0	33100XXXXXXXP	001	S	E	Q	Q	M		NIJJOMNN

END OF PACKAGING DATA.

**In accordance with DSCP 52.216-9I29 DELIVERY ORDER LIMITATIONS – INDEFINITE
 QUANTITY CONTRACT – STOCK BUYS (MAY 1997), the following are the MIN and MAX
 positions for these 16 items:**

ITEM	NSN	MIN	MAX	ITEM	NSN	MIN	MAX
0001	5305-01-302-4722	25	145	0009	5330-01-345-3048	20	100
0002	5330-00-321-1467	5	25	0010	5330-01-345-3049	5	30
0003	5330-01-333-0305	20	90	0011	5330-01-350-0481	5	10
0004	5330-01-333-0306	25	95	0012	5330-01-355-9273	1	3
0005	5330-01-338-9445	30	150	0013	5330-01-375-4415	1	3
0006	5330-01-342-4266	20	50	0014	5330-01-448-5019	10	50
0007	5330-01-345-3046	25	75	0015	5330-01-450-6574	10	50
0008	5330-01-345-3047	15	70	0016	5330-01-450-6577	20	65

**FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
(OCT 2003)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 100 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple Offers.*

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time

specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards*.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation*.

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
(202) 619-8925
(Fax (202) 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the:

Department of Defense Single Stock Point (DoDSSP)
Building 4D, 700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone. (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO FAR 52.212-1**1. Addendum to 52.212-1(b) Submission of offers.**

See Standard Form 1449 (Continuation Sheet), on page 2, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

- ☐ Faxed offers are NOT authorized for this solicitation.
☒ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Addendum to 52.212-1(c) Period for acceptance of offers.

- ☒ Period of acceptance is 90 days.

3. Addendum to 52.212-1(e) Multiple offers.

- ☒ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Addendum to 52.212-1(h) Multiple awards.

The items to be acquired under this solicitation are necessary for the Defense Supply Center Philadelphia (DSCP) to support its customers. In order to ensure a constant and sufficient supply of these items, the Government reserves the following rights under this solicitation:

- ☐ The Government intends to make one award.
☒ The Government **may** make more than one award.
☐ Offers may be submitted for quantities less than those specified.

5. Addendum to 52.212-1(j) Data Universal Numbering System (DUNS) Number

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

The clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR and DFARS: <http://www.acq.osd.mil/dp/dars> ;
DLAD, PROCLTRS and FARS DEVIATIONS: <http://www.dla.mil/j-3/j-336> ;
DSCP: http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc

DSCP 52.209-9I02 Responsibility of Offerors (FEB 1970)
DSCP 252.214-9I08 Hand-Carried Offers (MAY 2001)
DSCP 252.215-9I08 Negotiated Solicitations-Responsiveness (NOV 1997)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **fixed price with economic price adjustment** contract resulting from this solicitation.

DSCP 52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI) (JUL 1998)

(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to any change-over.

NOTE: Paragraph (h), as it appears in the DSCP Local Clauses, is deleted and replaced by the following:

(h) Information regarding EDI is available at World Wide Web URL at saso.dscp.dla.mil/ipu/acquisition/pe/flash.htm

Addendum to FAR 52.212-1(Cont'd)**DSCP 52.215-9H2, NOTICE: AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM (DEC 1999)**

- (a) The Defense Logistics Agency (DLA) has developed the Automated Best Value System (ABVS), an automated system that collects and analyzes offerors' past performance history and assigns a numeric score. Under ABVS, contracting officers will not necessarily award contracts to offerors with the lowest evaluated price, but are encouraged instead to consider past performance and other factors and to exercise good judgment in awarding to firms whose offers represent the greatest value to the Government.
- (b) An offeror's past performance is an indicator of performance risk and will be scored on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. ABVS scores are calculated monthly, remain in effect for the entire month, and are based on DLA consolidated performance history. There is an FSC score, which represents the offeror's DLA-wide performance for that FSC. There is also a DLA score, which reflects the offeror's overall performance for all FSCs at all DLA Inventory Control Points (ICPs), i.e., Defense Supply Centers Philadelphia, Richmond and Columbus.
- (c) To determine the ABVS score, the Government will use the following performance indicators: delinquencies, length of delinquencies, order rejections (contractor caused cancellations), product nonconformance's, and packaging nonconformance's. The delivery portion of the ABVS score will consist of all delinquencies (CLINs that have not been shipped in their entirety by the CDD), and order rejections for the rating period preceding the most recent 60 days. The quality portion will consist of all contractor-caused product and packaging discrepancies for the rating period preceding the most recent 30 days. To allow for delays in posting data, the delivery score will exclude the most recent 60 days and the quality score will exclude the most recent 30 days. There are no grace periods in determining if a contract is delinquent.
- (d) Negative performance data to be reflected in the ABVS score will be made available to Contractors through the DSCP General and Industrial (G & I) website. A Contractor may challenge any negative data it feels is inaccurate by submitting a challenge to the DSCP ABVS Administrator. To be considered, challenges must be accompanied by evidence that substantiates the claim (e.g., invoices, DD Form 250's, modifications.) The "Center" field will identify the cognizant focal point for challenges. For those identified as "DSCP", challenges must be sent to:

Defense Supply Center Philadelphia (DSCP)
ATTN: DSCP-PPA (ABVS)
700 Robbins Avenue
Philadelphia, PA 19111-5096

Phone: (215) 737-7844
FAX: (215) 737-7949

Addendum to FAR 52.212-1(Cont'd)

(e) ABVS scores are updated monthly. Though contractors may challenge negative data at any time, it is to the contractor's challenge in a timely manner. Challenged data that has been investigated and validated prior to the next monthly ABVS update will be reflected in the new score. Challenges that are received before the end of the challenge period but are not resolved prior to the next monthly update will be flagged as challenged. Once the challenge is received, the ABVS score is flagged and will remain flagged until the challenge is resolved.

(1) When an ABVS score is flagged, the contractor reviewing ABVS data can see that its challenge has been received and is being investigated. The flag also alerts the contracting officer that certain data reflected in the offeror's score is being challenged and warrants further investigation by the contracting officer.

(2) When a discrepancy between the offeror's challenged data and the Government's data occurs, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and the contracting officer may make an award decision despite the existence of an unresolved challenge.

(f) An ABVS score does not determine an offeror's award eligibility, or technical acceptability, nor does it establish or dictate a responsibility or nonresponsibility determination. The ABVS score used for evaluation will be that score in effect at the time offers are evaluated. There is no minimum volume of business required for a contractor to be scored. The contracting officer may consider the volume of business on which the performance score is based as a measure of confidence in the score's indication of performance risk. A contractor with no performance history in the FSC will be given a score of 999.9, which will identify the contractor as a new offeror in that FSC. New offeror status will not be grounds for disqualification for award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

(h) Contractor caused discrepancies or delinquencies are reflected in ABVS scores as an indicator of past performance. Repair, replacement, or reimbursement of quality and packaging defects does not provide relief from negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

DLAD 52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (NOV 1999)

(a) The product described by the manufacturer's name and part number or by the manufacturer's name and part number as modified by additional requirements referred to in the Procurement Identification Description (PID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors must indicate below whether they are offering the exact product or an alternate product and must furnish the data required for whichever is applicable. EXACT PRODUCT means the identical product described by the manufacturer's name and part number cited in the PID, modified (if necessary) to conform to any additional requirements set forth in the PID, and manufactured by or under the direction of the manufacturer cited in the PID. Any product not meeting these criteria is considered an ALTERNATE PRODUCT even though it may be manufactured in accordance with the drawings and/or specifications of the manufacturer cited in the PID. In either case, any product offered must be either identical to or physically, mechanically, electrically and functionally interchangeable with the product cited in the PID including additional requirements referred to in the PID, if any.

Exact Product - Applicable to CLIN(s) _____

Alternate Product - Applicable to CLIN(s) _____

(b) EXACT PRODUCT. If the exact product is offered, any Offeror other than the manufacturer cited in the PID must furnish, when requested by the Contracting Officer, evidence that the product being offered is that product described by the manufacturer's name and part number specified in the PID. Such evidence may be an invoice or other correspondence from the manufacturer cited in the PID, evidence sufficient to establish the identity of the product and its manufacturing source. In addition, if the product is manufactured FOR the manufacturer cited in the PID, evidence of approval and acceptance by the manufacturer cited in the PID must also be furnished.

(c) ALTERNATE PRODUCT. - No Data.

(1) This Agency has no data available for use in the evaluation of the acceptability of alternate products offered. If an alternate product is offered, the Offeror must furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the PID sufficient to enable the Government to determine that the Offeror's product is equal to the product cited in the PID.

(2) Notwithstanding the above, when the offered product is to be manufactured in accordance with the data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data as specified in paragraph (c)(1) with the offer, or supply a description of the data package in its possession, i.e basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, this contracting office will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data.

(d) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, indicate in the space provided below the contract and/or solicitation number under which the product was furnished or approved. If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, then so indicate in the space provided. However, Offerors are advised that this contracting office may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, the information requested by paragraph (c) or (e) above, whichever is applicable for the offered product, should be furnished with the offer.

CLIN No(s) _____ have been previously furnished or evaluated and approved under contract/solicitation number _____

(e) Offers based upon items previously reverse engineered may be considered provided an adequate data package is furnished. Additionally, the Offeror must provide: traceability which establishes that the offered item represents the item is specified in the PID (i.e., invoiced from an Original Equipment Manufacturer (OEM) or submission of samples having OEM markings), number of samples that were examined, the process/logic used, and raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item. The Offeror should also provide any additional evidence that indicates the reverse engineered item will function properly in the end item and any evidence that life cycle/reliability considerations have been analyzed.

(f) Whether the exact or an alternate product is offered, the Offeror must insert in the space(s) provided in Section B of the Schedule (under the heading "Offer based on:") the manufacturer's name and part number being offered.

(g) Failure to furnish adequate data and/or information as prescribed in paragraph (b) (c), or (e) above (when required) within a reasonable period of time will preclude consideration of the offer. The Agency will make every reasonable effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based

on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, or \$900.00 if the alternate offer must be forwarded to an Engineering Support Activity for evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, the alternate offer will not be considered for the present procurement, but will still be evaluated for technical acceptability for future procurements for the same item. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-12. In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

[] ALTERNATE I - ADEQUATE PROPRIETARY DATA (JAN 1992)

It has been determined that the Defense Industrial Supply Center has adequate data available for evaluation. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision:

(c) Alternate Product - Adequate Proprietary Data

The Defense Industrial Supply Center possesses adequate drawing and/or specifications for the exact product as cited in the PID, but such data are proprietary and shall be used only for evaluation purposes. If an alternate product is offered, the Offeror must furnish with its offer legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria and other characteristics of the offered product.

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical (i.e.; non-price) factors, listed in descending order of importance, shall be used to evaluate offers:

(X) Past Performance

Technical factors are:

- () Significantly more important than cost or price
- (X) Essentially equal to cost and price
- () Significantly less important than cost or price

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**DSCP 52.215-9I14 EVALUATION OF PAST PERFORMANCE UNDER THE
AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM DEC 1999)**

(a) In addition to price and other related factors, offers on this acquisition will be subject to the Defense Logistics Agency's (DLA) ABVS program, an automated system which collects and analyzes offerors' past performance history and assigns a numeric score. In accordance with the program, which is described in clause L059, NOTICE: Automated Best Value System (ABVS) Program, located elsewhere in this solicitation, the Contracting Officer will make a comparative assessment of performance risk by considering offerors' scores and evaluated prices, and make an award to the firm whose offer represents the greatest value to the Government.

(b) For this acquisition, price and performance factors will be evaluated equally.

(c) For this acquisition, the performance factor considers quality performance and delivery performance as equal.

DSCP 52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992) (III)

Evaluation procedures for Option provisions utilizing the Economic Price Adjustment are contained in DISC Clause I042, Option to Extend the Term of the Contract – Notice of EPA Provision, or DISC Clause I134, Option to Extend the Term of Requirements Contract – Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

DSCP 52.247-9I10 F.O.B. ORIGIN AND/OR DESTINATION (APR 1984)

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated elsewhere in this solicitation. With respect to all items, all bids (offers) are invited only on the basis of F.O.B. Destination.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (JUNE 2003)**

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”---

(1) Means a small business concern---

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). “Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S. C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

(4) *Type of Organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.*

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantage Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either -

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that -

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (The certificate at DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(g) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act Certificate, Alternates I and II – Trade Agreements Certificate*. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126). {The Contracting Officer must list in Paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).}

(1) Listed end products.

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>

(2) Certification. {If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.}

☐ (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product

furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

ALTERNATE I (APR 2002) As prescribed in 12.301(b)(2), add the following paragraph (b) (11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

[Alternate II is not applicable at this time to DoD contracts.]

**DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

**DSCP 52.215-9I03 PLACE OF PERFORMANCE-INSPECTION AND
SHIPPING POINT (AUG 1985)**

Bidders/Offerors shall set forth the following information (failure to complete information may be cause for rejection of the offer):

The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount or extent of work to be done in each plant listed. With respect to each plant shown,

the information furnished must be sufficient to identify the name and address of the owner and operator , if other than offeror.

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(b) Are the supplies to be furnished from stock? () Yes () No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

(1) Material Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(2) Packaging, Packing and Marking Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

However, the Government reserves the right to inspect and test all supplies at any other place in accordance with the clause entitled Inspection of Supplies-Fixed Price, FAR 52.246-2.

The performance of any work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer. Full responsibility for fulfillment of the contract will remain with the contractor.

Paragraphs (d) and (e), and paragraph (f) if marked, apply to offers solicited and submitted on the basis of FOB Origin-Shipment on Government Bill of Lading.

(d) Identify below the shipping point at or near Contractor's or Subcontractor's plant.

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

PRIVATE RAIL SIDING

() Yes (state name of carrier)

() No (state name and address of the nearest rail siding and the carrier.)

(e) With respect to FOB Origin Offers, Shipment on Government Bill of Lading Offers, the following shall apply:

Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states of the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.

- (1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors
- (2) proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.
- (3) **SPECIAL RULE FOR ALASKA AND/OR HAWAII.** If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as the shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "FOB Origin")

- (4) In (1), (2) or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the FOB Origin provisions of this contract. Offers submitted on any other basis will be rejected as non-responsive. Offeror is cautioned to indicate the FOB Origin point on which the offer is based.

The following paragraph is applicable only if preceded by an "X" in the block provided therefore:

_____(f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity), the offeror, in naming a shipping point in paragraph (d) above, is cautioned as follows:

- (1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offer as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.

(2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery solely from the point or plant where cost of transportation is most favorable to the Government.

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

(a) *Definitions.*

As used in this clause –

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (APR 2003)

(a) *Definitions.*

“Domestic end product,” “foreign end product,” “qualifying country,” and “qualifying country end product,” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(3) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995) DFARS

(a) Definitions.

As used in this clause –

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.